

**ADDENDUM NUMBER 1  
CONTRACT I – PHASE 10B WATER LINE EXTENSIONS  
MORGAN COUNTY WATER DISTRICT**

Bid Opening Date: October 6, 2005 @ 5:30 PM Local Time  
Date of Addendum: October 3, 2005

Bidders shall conform to the following changes as same shall become binding upon the Contract to be issued in response to this Invitation to Bid. The Bid Documents shall be revised and / or amended as set forth herein:

1. No tracer tape is required on this project.
2. The Morgan County Water District will be responsible for obtaining the KYTC encroachment permit bond.
3. Due to availability of pipe and uncertainty in the market at this time bidders will only be required to hold their bid for 30 days from the date of the bid opening. Any reference in the bid documents to a 90 day bid hold period shall be disregarded.

**END OF ADDENDUM NO. 1**

Receipt of this Addendum must be acknowledged on the Bid Schedule

By: CANN-TECH, LLC



David Coe, P.E.  
Project Engineer

**ADDENDUM NUMBER 2**  
**CONTRACT I – PHASE 10B WATER LINE EXTENSIONS**  
**MORGAN COUNTY WATER DISTRICT**

Bid Opening Date: October 6, 2005 @ 5 30 PM Local Time  
Date of Addendum: October 5, 2005

Bidders shall conform to the following changes as same shall become binding upon the Contract to be issued in response to this Invitation to Bid. The Bid Documents shall be revised and / or amended as set forth herein:

1. The bid opening for this project is cancelled until further notice. There is no date set for re-bidding the project.

**END OF ADDENDUM NO. 2**

Receipt of this Addendum must be acknowledged on the Bid Schedule

By: **CANN-TECH, LLC**

*David Coe*

David Coe, P.E.  
Project Engineer

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**ADVERTISEMENT FOR BIDS  
PHASE 10 B  
WATER LINE EXTENSIONS  
MORGAN COUNTY WATER DISTRICT  
SEPTEMBER 2005**

Sealed proposals for the following work will be received by the Morgan County Water District at 408 Prestonsburg Street, West Liberty, Kentucky 41472 until **5:00PM on Monday, November 7, 2005**, for furnishing labor and materials and performing all work as set forth in this advertisement for Bids, General Conditions, Specifications and or Drawings prepared by Cann-Tech, LLC, 201 South Main Street, Lawrenceburg, KY 40342.

Immediately following the scheduled closing time for the reception of bids, all proposals, which have been submitted in accordance with the above conditions, will be publicly opened and read aloud.

The work to be bid upon is described as follows:

Approximately 95,700 L.F. of 6-Inch with appurtenances  
Approximately 32,500 L.F. of 4-Inch with appurtenances

Various road bores, connections, creek crossings, meter settings, valves, etc.

The waterline work will be prioritized in the special conditions.

Drawings, Specifications and Contract Documents may be examined at the following locations:

Morgan County Water District  
408 Prestonsburg Street  
West Liberty, Kentucky 41472

F.W. Dodge Planroom  
1811 Cargo Court  
Louisville, KY 40299

F.W. Dodge Corporation  
Associated General Contractors  
950 Contract Street, Suite 100  
Lexington, Kentucky 40505

Builder's Exchange of Louisville  
2300 Meadow Drive  
P.O. Box 5398  
Louisville, Kentucky 40205

Cann-Tech, LLC  
201 South Main Street  
Lawrenceburg, Kentucky 40342

Or may be obtained from Cann-Tech, LLC, 201 South Main Street, Lawrenceburg, Kentucky 40342 upon receipt of a non-refundable payment as follows:

Phase 10 B \$150.00 per set  
Water Line Extensions

After award of the contract, the General Contractor will be furnished additional plans as requested at the rate of \$50.00 per set. Subcontractors, manufacturers and suppliers shall obtain plans and specifications from the General Contractor.

Sealed proposals for the contract shall be clearly marked on the outside of the container as follows:

Sealed proposal for Water Line Extensions for the Morgan County Water District  
Not to be opened until **5:00PM on Monday, November 7, 2005.**

“The following addenda have been received and considered in the enclosed proposal:”

Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_

Time allowed for completion is **180 days.**

If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope and mailed to the Morgan County Water District, 408 Prestonsburg Street, West Liberty, Kentucky 41472 allowing sufficient time for such mailing to reach this address prior to the scheduled closing time for the receipt of proposals.

Bids shall be accompanied by a certified check or bid bond payable to the Morgan County Water District in the amount not less than five per cent (5%) of the base bid. No bidder may withdraw his bid for a period of ninety (90) days after the date the bids are opened. He may, however, withdraw his bid at any time prior to the time and date scheduled for opening of same or any authorized postponement thereof. Any bid received after the time and date specified will not be considered and will be returned unopened to the bidder.

The Morgan Water District reserves the right to reject any and all bids received and to waive any formalities and any bid that is obviously unbalanced may be rejected.

Bidders must comply with the President's Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must **COMPLY WITH** Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Section 3 Segregated Facilities, Section 109 and the Contract Work Hours Standard Act.

Bidders must certify that they do not, and will not, maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed or national origin.

Federal law prohibits discrimination on the grounds of race, color, national origin, religion, age, handicap and sex in this project. Minority firms are encouraged to participate.

Earl Reed, Chairman  
Morgan County Water District

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WATER LINE EXTENSIONS  
MORGAN COUNTY WATER DISTRICT  
SEPTEMBER 2005**

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F.W. Dodge Planroom  
1717 Alliant Avenue, Suite 11  
Louisville, Kentucky 40299-6302

F.W. Dodge Corporation  
Associated General Contractors  
950 Contract Street, Suite 100  
Lexington, Kentucky 40505

Builder's Exchange of Louisville  
2300 Meadow Drive  
P O Box 5398  
Louisville, Kentucky 40205

Cann-Tech, LLC  
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Not to be opened until **5:30PM on Thursday, October 6, 2005.**

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Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_ Addendum No. \_\_\_\_\_

Time allowed for completion is **180 days.**

If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope and mailed to the Morgan County Water District, 408 Prestonsburg Street, West Liberty, Kentucky 41472 allowing sufficient time for such mailing to reach this address prior to the scheduled closing time for the receipt of proposals.

Bids shall be accompanied by a certified check or bid bond payable to the Morgan County Water District in the amount not less than five per cent (5%) of the base bid. No bidder may withdraw his bid for a period of ninety (90) days after the date the bids are opened. He may, however, withdraw his bid at any time prior to the time and date scheduled for opening of same or any authorized postponement thereof. Any bid received after the time and date specified will not be considered and will be returned unopened to the bidder.

The Morgan Water District reserves the right to reject any and all bids received and to waive any formalities and any bid that is obviously unbalanced may be rejected.

Bidders must comply with the President's Executive Order Nos 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must COMPLY WITH Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Section 3 Segregated Facilities, Section 109 and the Contract Work Hours Standard Act.

Bidders must certify that they do not, and will not, maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed or national origin.

Federal law prohibits discrimination on the grounds of race, color, national origin, religion, age, handicap and sex in this project. Minority firms are encouraged to participate.

Earl Reed, Chairman  
Morgan County Water District

## INSTRUCTIONS TO BIDDERS

BIDS will be received by Morgan County Water District  
(herein called the "OWNER"), at 408 Prestonsburg Street, West Liberty, Kentucky 41472  
until 5:30PM on Thursday, October 6, 2005 and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to Morgan County Water District,  
At 408 Prestonsburg Street, West Liberty, Kentucky 41472. Each sealed envelope  
containing a BID must be plainly marked on the outside as BID for Phase 10 B Water Line Extensions.  
And the envelope should bear on the outside the BIDDER'S name, address, and license number if  
applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed  
envelope containing the BID must be enclosed in another envelope addressed to the owner at \_\_\_\_\_  
408 Prestonsburg Street, West Liberty, Kentucky 41472

All BIDS must be made on the required BID form. All blank spaces for Bid prices must be filled  
in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only  
one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID  
may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement  
thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may  
withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why  
the contract cannot be awarded within the specified period, the time may be extended by mutual agreement  
between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule  
by examination of the site and a review of the drawings and specifications including ADDENDA. After  
BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the  
quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to,  
and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the  
PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person  
shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from  
fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a BID bond, payable to the OWNER for five percent  
of the total amount of the BID. As soon as the Bid prices have been compared, the OWNER will return the  
BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds  
of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER  
will be retained until the payment BOND and performance BOND have been executed and approved, after  
which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such a period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is Cann-Tech, LLC. The ENGINEER'S address is 201 South Main Street, Lawrenceburg, KY 40342.

## GENERAL CONDITIONS

1. DEFINITIONS
2. CONTRACT AND CONTRACT DOCUMENTS
3. SCHEDULES, REPORTS AND RECORDS
4. ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS
5. DRAWINGS AND SPECIFICATIONS
6. SHOP OR SETTING DRAWINGS
7. MATERIALS, SERVICES AND FACILITIES
8. CONTRACTOR'S TITLE TO MATERIALS
9. INSPECTION AND TESTING
10. SUBSTITUTIONS
11. PATENTS
12. SURVEYS, PERMITS, AND REGULATIONS
13. PROTECTION OF WORK, PROPERTY AND PERSONS
14. CONTRACTOR'S OBLIGATION FOR SUPERVISION
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16. CHANGES IN CONTRACT PRICE
17. TIME FOR COMPLETION AND LIQUIDATED DAMAGES
18. CORRECTION OF WORK
19. SUBSURFACE CONDITIONS
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21. PAYMENTS TO CONTRACTOR
22. PAYMENTS BY CONTRACTOR
23. ACCEPTANCE OF FINAL PAYMENT AS RELEASE
24. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE
25. CONTRACT SECURITY
26. ASSIGNMENTS
27. INDEMNIFICATION
28. SEPARATE CONTRACTS
29. SUBCONTRACTING
30. ENGINEERS AUTHORITY
31. LAND AND RIGHTS-OF -WAY
32. GUARANTEE
33. ARBITRATION
34. TAXES
35. USE OF PREMISES AND REMOVAL OF DEBRIS
36. QUANTITIES OF ESTIMATES
37. CONFLICTING CONDITIONS
38. NOTICE AND SERVICE THEREOF
39. REQUIRED PROVISIONS DEEMED INSERTED
40. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION
41. LABOR STANDARDS
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43. OTHER PROHIBITED INTERESTS
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45. STANDARD SPECIFICATIONS
46. SANITARY FACILITIES
47. SUPERVISION OF INSTALLATION
48. AIR AND WATER POLLUTION CONTROL
49. USE OF CHEMICALS
50. DAMAGE TO EXISTING LANDSCAPING, PAYMENT, STRUCTURES, SIDEWALKS, CURBS, ETC

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## DEFINITIONS

- 1.1 The following terms used in the Contract Documents shall be applicable of both the singular and plural and be defined as follows
- 1.2 Addenda - Instructions, either written or graphic issued prior to the execution of the Agreement or portions thereof which modify or interpret the Contract Documents, Drawings, and Specifications by deletions, additions, clarifications, or corrections
- 1.3 Bid - The proposal or offer submitted by the Bidder on prescribed forms setting forth prices for work to be performed
- 1.4 Bidder - A person, firm or corporation submitting a Bid for the proposed work
- 1.5 Bonds - instruments of security in the form of Bid, Performance or Payment Bonds, furnished by the Contractor and surety in accordance with Contract Documents.
- 1.6 Change Order - A written order to the Contractor authorizing revisions, deletions, or additions to the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- Contract Documents - The Contract and all other instruments associated with the Contract including Advertisements For Bids, Information For Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice To Proceed, Change Orders, Drawings, Specification, And Addenda.
- 1.8 Contract Price - The total sum of monies payable to the Contractor under the conditions and terms set forth in the Contract Documents
- 1.9 Contract Time - The number of calendar days set forth in the Contract Documents for completion of the work
- 1.10 Contractor - A person, firm, or corporation with whom the Owner has executed a Contract or Agreement
- 1.11 Drawings - A portion of the Contract Documents that illustrate the characteristics and scope of Work to be performed and which have been prepared and approved by the Engineer and appropriate regulatory Agencies.
- 1.12 Engineer - The person, firms or corporations named as such in the Contract Documents.
- 1.13 Field Order - A written notice or order issued by the Engineer effecting a change in the Work that does not result in an amendment in Contract Price or Contract Time.
- 1.14 Notice of Award - A written notice issued by the Owner to the Bidder accepting his Bid.
- 1.15 Notice to Proceed - A written document issued by the Owner to the Contractor authorizing initiation of the Work and firmly establishing the date of initiation of such Work.
- 1.16 Owner - The public body or authority for whom the Work is being performed.
- 1.17 Project - A task to be performed as set forth in the Contract Documents
- 1.18 Resident Project Representative - An authorized representative of the Owner that is assigned to the Project site or any portion thereof.
- 1.19 Shop Drawings - Diagrams, brochures, schedules, drawings and other data that have been prepared by the Contractor, Subcontractor, manufacturers, suppliers, or distributors that illustrates installations or fabrication of specific portions of the Work.
- 1.20 Specifications - A portion of the Contract Documents that contains written description concerning materials, equipment, construction methods, standards, and workmanship.
- 1.21 Subcontractor - An individual, firm, or corporation having a direct contact with the Contractor or with any other Subcontractor for the performance of the Work
- 1.22 Substantial Completion - The date certified by the Engineer that construction on the Project or any portion thereof is sufficiently complete, in accordance with Contract Documents to permit the Project or portions thereof to be utilized for the purpose intended
- 1.23 Supplemental General Conditions - Modifications to the General Conditions that may be required by the Federal, State, or local agencies for participation in the project and approved in writing by the agency prior to inclusion in the Contract Documents or such requirements that may be imposed by applicable state law
- 1.24 Supplier - Any person, firm or organization that supplies material or equipment for accomplishing the Work, including fabrication, but does not perform labor at the Work site
- 1.25 Work - Labor, materials, and equipment necessary to satisfy the construction requirements by the Contractor in accordance with the Contract Documents

1.26 Written Notice - A written communication to any party of the Agreement. Such notices will be considered delivered when posted by certified or registered mail to the last known address of the addressee or when hand delivered to addressee or his authorized representative.

## 2. CONTRACT AND CONTRACT DOCUMENTS

Plans, Specifications and Addenda shall form a part of the contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth herein. Table of Content, Titles, and Headings contained in said documents are solely for the purpose of reference and have no limiting effect of the interpretation of the provisions to which referenced.

## 3. SCHEDULES, REPORTS AND RECORDS

3.1 The Contractor shall submit to the Owner such schedules of quantities, costs, progress reports, estimate, records, and other information as may be requested by the Owner.

3.2 The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Owner/Engineer, prepare and submit to the Owner/Engineer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Owner/Engineer may withhold approval of progress payments until the Contractor submits the required schedule.

3.3 The contractor shall enter the actual progress on the chart as directed by the Owner/Engineer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Owner/Engineer. If, in the opinion of the Owner/Engineer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Owner/Engineer, without additional cost to the Owner. In this circumstance, the Owner/Engineer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount to construction plant, and to submit for approval any supplementary schedule or schedules on chart form as the Owner/Engineer deems necessary to demonstrate how the approved rate of progress will be regained.

3.4 Contractor shall also furnish on forms supplied by the owner (a) a detailed estimate giving a complete breakdown of the Contract Price and (b) periodic itemized estimates of Work done for the purpose of making partial payments thereon. The cost employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deduction from the Contract Price.

3.5 The contractor will also submit dates for submission of Shop Drawings, the beginning of manufacture, testing and installation of materials, equipment and supplies. The Contractor shall also submit dates that special detail drawings will be required, if any, by the Engineer.

3.6 Failure of the Contractor to comply with the requirements of the Owner/Engineer under this clause shall be grounds for a determination by the Owner/Engineer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Owner/Engineer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the terms of this contract.

## 4. ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS

4.1 The Contractor will be provided with additional instructions and detailed small letters Drawings as necessary to carry out the Work set forth in the Contract Documents.

4.2 Additional drawings and instructions supplied to the Contractor will become a part of the Contract Documents. In the event of conflict between additional drawings and instruction and the Contract Documents, the Contractor shall notify the Engineer immediately in writing.

5 DRAWINGS AND SPECIFICATIONS

- 5.1 The Drawings, Specifications, and Agenda shall become a part of the Contract Documents and are provided with the intent that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for proper execution of the Work in accordance with the Contract Documents and all other incidental work necessary to complete the Project in a n acceptable manner, ready for use, occupancy or operation by the Owner
- 5.2 The Engineer, without charge, will furnish to the Contractor not more than eight (8) sets of the Plans and Specifications. If additional sets of documents are required by the Contractor for the proper handling of the Work, such documents will be furnished to the Contractor at cost
- 5.3 Should there be conflict between Drawings and Specifications, the Specifications shall govern and detailed Drawings shall govern over general Drawings. Figure dimensions on Drawings shall govern over scale dimensions on Drawings shall govern over scale dimensions
- 5.4 All work or material shown on the Plans and not mentioned in the Specification or any work specified and not shown on the Plans, shall be furnished, performed, and done by the Contractor as if the same were both mentioned in the Specification and shown on the Plans
- 5.5 Should the Contractor on preparing his Bid find anything necessary for the construction of the Project that is not mentioned in the Specification or shown on the Plans, or find any other discrepancy in the Specifications, Plans or Contract Documents, he shall notify the Engineer so that such discrepancies may be corrected by addendum prior to the letting. Should the Contractor fail to notify the Engineer of such discrepancies, it will be assumed that his Bid included everything necessary for the complete construction in the spirit and intent of the designs shown.
- 5.6 In the event the Contractor should note discrepancies between the Drawings and the Specification, and site conditions or any other inconsistencies, or ambiguities, such inconsistencies or ambiguities shall be reported immediately to the Engineer in writing. The Engineer shall promptly correct such inconsistencies or ambiguities in writing. Any Work done by the Contractor subsequent to his discovery of such inconsistencies or ambiguities shall be done at the Contractor's risk
- 5.7 The Contractor shall, during the course of the construction, maintain an updated set of plans, marked by the Contractor, showing all deviations from the original and such notes as required to clarify the cause of such deviations and showing final locations of underground utilities such as sewer service connections and buried valves by giving offset distances to surface improvements such as building corners, curbs, manholes, etc. The purpose of these updated plans are to facilitate the completion of the record drawings by the Engineer after the completion of the Work. Nothing in this section shall be construction to relieve the Contractor from obtaining the Engineer's prior written approval for any deviation from the Plans or specifications

6 SHOP OR SETTING DRAWINGS

- 6.1 The Contractor shall promptly submit to the Engineer four (4) copies of each Shop Drawing regarding proposed materials and equipment to be supplied for the project. Subsequent to examination of such Shop Drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the Shop Drawings as have been indicated and shall furnish the Engineer with two (2) corrected copies. Regardless of corrections made on or review given to such Shop Drawings by the Engineer, a Change Order shall evidence any Shop Drawing, which substantially deviates from the requirements of the Contract Documents. Review of the Shop Drawings by the Engineer shall in no way relieve the Contractor from responsibility for deviation from the Contract Documents unless specifically stated in writing by the Engineer
- 6.2 Work requiring the submission of a Shop drawing by the Contractor shall not be initiated until the Shop Drawing has been submitted to and Reviewed by the Engineer. The Contractor shall certify to the Engineer that he has checked and approved the Shop Drawings and that they are in accordance with the requirements of the Contract Documents

7. MATERIALS, SERVICES AND FACILITIES

- 7.1 Except as otherwise stated in the Contract Documents, the Contractor shall furnish any pay for all materials, labor, tools, equipment, utilities, transportation, supervision, temporary construction and all other services and facilities required in the execution, completion and delivery of the Work in accordance with the Contract Documents.
- 7.2 Storage of materials and equipment to be used in the Project shall be accomplished in a manner to insure security, preservation of quality, and suitability for incorporation in the Work.
- 7.3 Manufactured equipment and materials shall be installed, constructed and erected by the Contractor in strict accordance with the manufacturer's direction unless specifically directed otherwise in writing by the Engineer.
- 7.4 Manufactured equipment and materials to be used in the Project shall be the same as samples submitted to and approved by the Engineer. Second hand or salvaged materials will not be permitted unless specifically provided for in the Contract Documents.
- 7.5 Any Work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

8. CONTRACTOR'S TITLE TO MATERIALS

The Contractor or Subcontractor shall purchase no manufactured equipment, materials, or supplies to be used in the Work subject to any chattel mortgage, conditional sales contract or other agreement by which an interest is retained by the Seller. The Contractor and Subcontractor shall warrant that he has good title to all materials and supplies used by him in the Work, free of all liens, claims or encumbrances.

9. INSPECTIONS AND TESTING

- 9.1 All manufactured equipment, materials, and supplies used in the construction of the Project shall be subject to inspection, testing, and observation in accordance with generally accepted standards as required and defined in the Contract Documents.
- 9.2 The cost of testing and inspection services required by the Contract Documents shall be borne by the Contractor unless otherwise specified.
- 9.3 All other inspection and testing services not required by the Contract Documents, shall be borne by the Owner.
- 9.4 In the event that Contract Documents, laws, ordinances, regulations, rules, orders or other directions of any public authority having jurisdiction over the Work requires specific inspection, testing or approval of someone other than the Contractor, the Contractor shall provide the Engineer timely notice of readiness and the Contractor shall furnish the Engineer with the required certificates of inspection, testing or approval as appropriate.
- 9.5 Neither observation by the Engineer nor inspection, tests, or approvals by others relieve the Contractor of his obligations to perform the Work as required in the Contract Documents.
- 9.6 The Engineer, Owner and their representatives shall have access to the Work at all times. In addition, representatives and agents of Federal, State and Local governments having jurisdiction of any portion of the Work shall be permitted to inspect the Work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records, in accordance with Federal laws. Proper facilities shall be provided by the Contractor for such access, observation, inspection and testing of the Work.
- 9.7 Should any Work be covered contrary to the written instructions of the Engineer, such Work shall be uncovered for observation and replaced at the Contractor's expense.
- 9.8 Should any Work be covered which the Engineer has not specifically requested to observe prior to its being covered, or should the Engineer consider it necessary that such Work be inspected or tested by others, the Contractor shall at the Engineer's Written request, uncover or otherwise expose the Work in question for observation, inspection or testing. The Contractor shall furnish all labor, materials and equipment necessary to accomplish this purpose. If the Engineer determines that such work is defective or in conflict with the Contract Documents, the Contractor shall bear all expenses of such uncovering, exposure, observation, inspection or testing as well as satisfactory reconstruction. If such work is found not to be defective, the contractor shall be allowed an increase in Contract Price or an extension of Contract Time or both, attributable to such uncovering, exposure, observation, and inspection. An appropriate Change Order shall be prepared and issued by the Engineer.

10 SUBSTITUTIONS

Whenever a material, article or equipment is identified on the Drawings or in the Specifications by brand name, manufacturer's name or catalog number, it shall be understood that such reference is for defining the performance, requirements, quality, capacity and other salient features of that being specified. The Contractor may recommend substitution, by brand name or catalog number, for materials, articles, or equipment provided it is of equal substance and function to that referred to in the Contract Documents. If, in the opinion of the Engineer, recommended alternates are of equal substance, function and capacity as that specified, the Engineer may approve the substitution and use by the Contractor. Any cost differential shall be adjusted in the Contract Price and the Contract Documents shall be modified by a Change Order. The contractor shall warrant that if substitutions are approved, no major changes in function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute requested by the Contractor without a change in Contract Time or Contract Price.

11 PATENTS

- 11.1 The Contractor shall hold and save the Owner and its officers, agents and employees harmless, from liability of any type, including cost and expenses for or on account of, any patented or unpatented inventions, process, or article manufactured and used in the performance of the Work and its intended use thereafter, unless otherwise stipulated in the Contract Documents.
- 11.2 If the Contractor uses any device, materials or designs covered by patent, copyright or letters, he shall provide for such use by obtaining a suitable agreement with the Owner of such patented or copyrighted material, device or design. It shall be understood and agreed by the Contractor that, without exception, the Contract Price shall include all royalties or costs arising from the use of such materials, devices and designs used in the Work. The Contractor or his Sureties shall indemnify and save harmless the owner from any and all claims for infringement by reason of use of such patented or copyrighted device, materials, or design or any trademark in connection with the Work to be performed within the scope of the Contract Documents and shall indemnify the Owner for any costs, expenses, or damage which by reason of infringement may be due and payable after completion of the Work.

12. SURVEYS, PERMITS, AND REGULATIONS

- 12.1 Land surveys and/or base lines for locating principal structures associated with the Project together with a suitable number of bench marks near the Work site will be furnished by the owner and shown in the Contract Documents. Utilizing information provided by the owner, the Contractor shall develop all detail surveys needed for construction, unless specified otherwise in the Contract Documents, including but not limited to slope stakes, batter boards, stakes for pile location, working points, line elevations and cut sheets.
- 12.2 The Contractor shall assure preservation of benchmarks, and other reference points. In the event of willful or careless destruction, he shall be charged with the resulting from such loss of benchmarks or other reference points.
- 12.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions or Special Conditions. permits, licenses and easements for permanent changes in existing facilities shall be secured and paid for by the owner, unless otherwise specified. If the contractor observes that the Contract Documents are at variance as provided in Section 15, Changes in Work.

13. PROTECTION OF WORK, PROPERTY AND PERSONS

13.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused directly or indirectly in whole or in part by the Contractor, and subcontractor or anyone for whose acts any of them be liable.

13.2 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

14. CONTRACTOR'S OBLIGATION FOR SUPERVISION

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the Contractor. The supervisor shall be present at the site at all times as required to perform adequate supervision and coordination of the Work.

15. CHANGES IN WORK

15.1 The Owner at any time, as needed arises, order changes within the scope of the Work without invalidation the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

15.2 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such a Field Order entitles him to a change in Contract price or Time or both, in which event he shall give the Engineer written notice thereof within seven (7) days after receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

16. CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change order. The value of any Work covered by a Change order or of any claim for increase or decrease in the Contract price shall be negotiated and determined by one or more of the following methods in the order of precedence listed below:

- (a) An agreed lump sum
- (b) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

17. TIME FOR COMPLETION AND LIQUIDATED DAMAGES
- 17.1 The date of beginning and the time for completion of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed
- 17.2 The Contractor will proceed with the Work at such a rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for the completion of the work described herein is reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- 17.3 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents
- 17.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the Contractor has within seven calendar days given Written Notice of such delay to the Owner or Engineer
- 17.4.1 To any preference priority or allocation order duly issued by the Owner
- 17.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor including but not restricted to acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather
- 17.4.3 To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 17.4.1 and 17.4.2 of this article
18. CORRECTION OF WORK
- 18.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- 18.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.
19. SUBSURFACE CONDITIONS
- 19.1 The Contractor shall promptly and before such conditions, are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:
- 19.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents or
- 19.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- 19.2 The Owner shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, and equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice, provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.
- 19.3 Information such as rock soundings or soil borings shown on the plans depicting subsurface conditions are thought to be representative but cannot be guaranteed accurate. It is the Contractor's responsibility to make any additional investigations necessary to ascertain or verify subsurface conditions. If subsurface conditions different from those indicated on the plans are encountered during construction, there will be no increase in Contract Price unless provided by unit prices listed on the Bid Form or by Change Order.

20. SUSPENSION OF WORK, TERMINATION AND DELAY

- 20.1 The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time agreed upon by the Contractor by Written Notice to the Contractor and the Engineer. Such Written Notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on that date so fixed. The Contractor will be allowed an increase in the Contract price or an extension of the Contract Time, or both, directly attribute to any suspension.
- 20.2 If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials, equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Document, then the owner may, without prejudice to any other right remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such cost incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
- 20.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor than existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 20.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.
- 20.5 If through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days of its approval and presentation, then the contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer, stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.
- 20.6 In the event that the Owner or Engineer determine that the Work is not being done in accordance with the Contract Documents, including, but not limited to, the fact that the Contractor does not have adequate supervision on site in accordance with Section 14 (Contractor's Obligation For Supervision) of these General Conditions, the Contractor may be ordered to stop work until he is in compliance with the Contract Documents without an increase in contract amount or time for completion.

## PAYMENTS TO CONTRACTOR

- 21.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days of presentation to him of an approved partial payment, or at an earlier date if the Owner has received federal reimbursement funds to cover the payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain ten (10) percent of the amount of each payment until 50% of the work is completed at which time the retainage may be reduced to 5% if satisfactory progress is being made. When the Work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract documents, payment may be made in full, including retained percentages, less authorized deductions.
- 21.2 The request for payment may also include all allowance for the cost of such major materials and equipment, which are suitably stored either at or near the site.
- 21.3 Prior to Substantial Completion, the owner with the approval of the engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work.
- 21.4 Performance of related work on the premises by the Owner or use of partially completed portions of the Work by the Owner shall in no way be construed as relieving the Contractor of the sole responsibility for completing all Work in accordance with the Contract Document, for care and protection of the Work, and for restoration of any damaged Work except such as may be caused by agents or employees of the Owner.
- 21.5 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents, the entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.
- 21.6 The Contractor will indemnify and save the Owner or the owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, furnishers of materials and machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the request of the Owner, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

22. PAYMENTS BY CONTRACTOR

The Contractor shall pay (a) for all transportation and utility services not later than the 20<sup>th</sup> day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20<sup>th</sup> day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project, and the balance of the cost thereof not later than the 30<sup>th</sup> day following the completion of that part of the Work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 15<sup>th</sup> day following each payment to the Contractor on account of the Work performed by his Subcontractors to the extent of each Subcontractor's interest therein

23. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise shall not release the Contractor or his sureties from any obligations under the Contract Documents of the Performance Bond and Payment Bonds.

24. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- 24.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by an Subcontractor or by anyone for whose acts any of them may be liable:
- 24.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
  - 24.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
  - 24.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
  - 24.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained: (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (b) by any other person; and
  - 24.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 24.2 All insurance to be procured and maintained by Contractor pursuant to this Contract shall be with Best A-rated companies acceptable to Owner, and certificated evidencing such insurance acceptable to Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled unless at least fifteen (15) days prior written notice has been given to Owner. Owner shall be named as an additional insured on all said policies of insurance
- 24.3 The Contractor shall procure and maintain, at his own expense during the Contract Time, liability insurance as hereinafter specified
- 24.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for destruction of or damage to property arising out of or in connection with any operation under the Contract Documents, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than 1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than 1,000,000 for all property damage sustained by any one person in any one accident, and limit of liability of not less than 3,000,000 aggregate for any damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one accident

- 24.3.2 The Contractor shall acquire and maintain Fire and Extended Coverage Insurance upon the Project to the full insurable value thereof for the benefits of the Owner, the Contractor, and the Subcontractors as their interest may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.
- 24.4 The Contractor shall procure and maintain, at his own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all his employees at the site of the Project. In case of any work sublet, the Contractor shall require such subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all the latter's employees engaged in hazardous work under this contract at the site of the Project is not protected under Workmen's Compensation statute, the contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.
- 24.5 The Contractor shall secure, "All Risk" type Builder's Risk Insurance of Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the Bid. The Policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during Contract Time, and until the Work is accepted by the Owner. The policy shall name as the insured the Contractor, the Engineer, and the Owner. If the Builder's Risk Insurance excludes flood damage, the Contractor shall be required to secure the maximum amount of Federal Flood Insurance available for the Contract.

## 25. CONTRACT SECURITY

The Contractor shall within ten (10) days after receipt of the Notice of Award furnish the Owner with a Performance Bond and a Payment Bond in penalty sums equal to the amount of the Contract Price conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of the Contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. The Contractor shall execute such Bonds and all corporate bonding company licensed to transact such business in the State where the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor if at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State in which the Work is to be performed or is removed from the list of surety Companies accepted on Federal Bonds, contractor shall within ten (10) days after notice from the Owner to do so, substitute and acceptable Bond, (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The Premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

## 26. ASSIGNMENTS

Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

## 27. INDEMNIFICATION

27.1 The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- 27.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefits acts.
- 27.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

28. SEPARATE CONTRACTS

- 28.1 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford the Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of a any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.
- 28.2 The Owner may perform additional work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his work with theirs.
- 28.3 If the performers of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional expense or entitles him to an extension of the Contract Time, he may make a claim thereof as provided in Section 16 and 17.

29. SUBCONTRACTING

- 29.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.
- 29.2 The Contractor shall not award any Work to any Subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement will contain such information as the owner may require.
- 29.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly or indirectly employed by him.
- 29.4 The Contractor shall cause appropriate provisions to be inserted in all Subcontractors relative to the Work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents in so far as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 29.5 Nothing contained in this contract shall create any contractual relation between any Subcontractor and the Owner.
- 29.6 The Contractor will insert in any subcontractors the clauses contained in 29 CFR 5.5 (a) (1) through (5) and (7) and such other clauses and appropriate instructions as the Environmental Protection Agency may require, and also a clause requiring the Subcontractors to include these clauses in any tier subcontractors which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

30. ENGINEER'S AUTHORITY
- 30.1 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions that may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.
- 30.2 The Contractor will be held strictly to the intent of the Contract Document in regard to the quality of material, workmanship and execution of the Work. Inspections may be made at the factory of fabrication plant of the source of material supply.
- 30.3 The Engineer will not be responsible for the construction means, control, techniques, sequences, procedures, or construction safety.
- 30.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.
31. LAND AND RIGHTS-OF-WAY
- 31.1 Prior to issuance of the Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- 31.2 The Owner shall provide to the Contractor information, which delineates and describes the lands owned and rights-of-way acquired.
- 31.3 The Contractor shall provide at his own expense without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.
32. GUARANTEE
- The Contractor shall guarantee all materials and equipment and work performed for a period of one (1) year after final acceptance by the Owner of all work at both plants. The Contractor warrants and guarantees during the guarantee period that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.
33. ARBITRATION
- 33.1 All claims, disputes and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 23, (Acceptance of Final Payment As Release), shall be decided by arbitration, if all parties mutually agree, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Any arbitration based on settlements or awards shall include the following information: (a) finding of fact, (b) allocation of award to each issue, (c) conclusion of law, (d) basis of award and rationale. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 33.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.
- 33.3 The Contractor shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.
34. TAXES
- The Contractor shall pay all sales, consumer, use and other similar taxes required by laws of the State where the Work is performed, unless proper forms are acquired and submitted exempting the Contractor from such taxes.

35. USE OF PREMISES AND REMOVAL OF DEBRIS
- 35.1 The Contractor expressly undertakes at his own expense
- 35.1.1 To take every precaution against injuries to persons or damage to property
- 35.1.2 To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the site of the Work as will not unduly interfere with the progress of his Work or the Work of any other Contractors.
- 35.1.3 To Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work
- 35.1.4 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that all times the site of the Work shall present a neat, orderly and workmanlike appearance.
- 35.1.5 Before final payment, to remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.
- 35.1.6 To effect all cutting, fitting or patching of his Work required to make the same to conform to the plans and specification and, except with the consent of the Engineer, not to cut otherwise alter the Work of any other Contractor.
36. QUANTITIES OF ESTIMATES
- Whenever the estimate quantities of Work to be done and materials to be furnished on a unit price basis under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids, and the right is expressly reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.
37. CONFLICTING CONDITIONS
- Any provision in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall void to the extent of such conflict or inconsistency.
38. NOTICE AND SERVICE THEREOF
- Any notice of any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the Work
39. REQUIRED PROVISIONS DEEMED INSERTED
- 39.1 Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or other wise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction
- 39.2 The Contractor agrees to abide by all local and state laws or ordinances to the extent that such requirements do not conflict with Federal Laws or regulations.
40. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION
- In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act as amended, and the Occupational Safety and Health Act of 1970 as amended, and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from Work, arising out of and in the course of employment of Work under the Contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. He shall provide safety controls for protection of life and health of employees. The Contractor shall comply with all safety regulations of the State Department of Labor

41. LABOR STANDARDS  
The contractor shall comply with the appropriate prevailing wage rates applicable to this project, they are contained in the Wage Rate Section of these Specifications
42. INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS  
No federal, state or local official shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit
43. OTHER PROHIBITED INTEREST  
No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept to approve, or to take part in negotiation, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontractor in connection with the construction of the Project, shall become directly or indirectly interested personally in this contract or in any hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall come directly or indirectly interested personally in this contract, subcontract, insurance contract, or any other contract pertaining to the Project
44. EXISTING UTILITIES
- 44.1 Special precautions shall be taken by the Contractor to avoid damage to existing overhead and underground utilities owned and operated by the Owner or by public or private utility companies.
- 44.2 With particular respect to existing underground utilities, the available information concerning their location has been shown on the Drawings. While it is believed that the locations shown are reasonably correct, neither the Engineer nor the Owner can guarantee the accuracy or adequacy of this information
- 44.3 Before proceeding with the Work, the Contractor shall confer with all public or private companies, agencies, or departments that own and operate utilities in the vicinity of the construction work. The purpose of the conference or conferences, shall be to notify said companies, agencies, or departments of the proposed construction schedule, verify the location of, and possible interference with, the existing utilities that are shown on the plans, arrange for necessary suspension of service and make arrangements to locate and avoid interference with all utilities (including house connections) that are not shown on the plans. The Engineer and owner have no objection to the contractor arranging for the said utility companies, agencies, or departments to locate and uncover their own utilities; however, the Contractor shall bear the entire responsibility for locating and avoiding or repairing damage to said existing utilities.
- 44.4 When the Contractor encounters any utilities not shown on the plans or in different location than shown on the plans and in conflict with the Work, he shall immediately notify the Engineer
- 44.5 It is suggested that the Contractor locate all unknown metallic hazards, namely buried pipe, metals, etc by using a pipe locator. The pipe locator shall immediately proceed to trench ditching and all hazards located and marked in such manner as to notify the machine operator of such hazard
- 44.6 Where existing utilities or appurtenant structures, either underground or aboveground, are encountered, they shall not be displaced or molested unless necessary, and in such case shall be replaced in as good or better condition than found as quickly as possible. The Contractor will make all necessary utility relocations unless otherwise noted. Where new water lines, gas lines, the Contractor shall maintain the existing lines in service until new lines are in service or shall provide temporary utility service to affected customers at his expense
- 44.7 It is expected that the contractor will be diligent in his efforts and use every possible means to locate existing utilities. Any claims for unavoidable damage, based on improper or unknown locations, will be thoroughly examined in the light of the Contractor's efforts to locate the said utilities or obstructions prior to beginning construction

45. **STANDARD SPECIFICATIONS**  
Where standard specifications, such as those of the American Society for Testing Materials, the American Standards Association, the American Association of State Highway Officials, the Federal Aviation Agency, etc are referred to in the specification and Contract Documents and on the plans, said references shall be construed to mean the latest amended and/or revised versions of the said standard or tentative specifications
46. **SANITARY FACILITIES**  
The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, enclosed temporary toilets, in sufficient number, shall be placed as directed by the Engineer. Permanent toilets installed under this Contract shall not be used during construction. Drinking water shall be provided from an approved safe source, so piped or transported as to be kept clean and fresh, and served from single service containers of satisfactory types.
47. **SUPERVISION OF INSTALLATION**  
All major equipment and control systems shall be installed under the supervision of a qualified installation Engineer and/or representative furnished by the manufacturer of such equipment or control system.
48. **AIRS AND WATER POLLUTION CONTROL**  
The Contractor shall provide all materials, equipment, devices and work required to comply with air and water standards and to accomplish construction of the Project in a manner that will protect, enhance, and retrieve a favorable environment. The Contractor, at all times, shall observe and comply with all federal, state, possession, and local laws, codes, ordinances, and regulation governing air and water pollution control and the Contractor and his surety shall indemnify and save harmless the Owner and all his officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decrees, whether by himself or his employees. The Contractor shall bear all expense of meeting and maintaining air and water standards, and any accessory features incidental to compliance without additional or direct compensation, except as otherwise specified. The Contractor shall take appropriate actions to minimize situation and soil erosion, control noise and limit odors during construction. No bypassing of wastewater will occur in conjunction with this contract without prior approval of the State Water Pollution Control Agency, and the United States Environmental Protection Agency.
49. **USE OF CHEMICALS**  
All Chemicals used during project construction or furnished for project operations, whether herbicide, pesticide, disinfectant, polymer, reactant, or of such classification, must show approval of either EPA or USDA. Use of all such chemicals shall be in conformance with instructions.
50. **DAMAGE TO EXISTING LANDSCAPING, PAVEMENTS, STRUCTURES, SIDEWALKS, CURBS, ETC**  
The Contractor shall be responsible for replacing all lawns, trees, shrubs, fences, sidewalks, driveways, curbs, ditches, drainage structures, or other improvements both public and private, which are damaged in carrying out the Work. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which receive damage to branches, shall be trimmed of those branches to improve appearance of the tree. Tree trunks receiving damage from equipment shall be treated with tree dressing. Trees remove shall be replaced with trees of a like kind, 5'-6' in height as directed by the Engineer.

## END OF GENERAL CONDITIONS



Ernie Fletcher  
Governor

ENVIRONMENTAL AND PUBLIC PROTECTION CABINET  
DEPARTMENT OF LABOR  
OFFICE OF WORKPLACE STANDARDS  
1047 US Hwy. 127 S. STE 4  
Frankfort, Kentucky 40601  
Phone: (502) 564-3070  
www.kylabor.net

LaJuana S. Wilcher  
Secretary

Philip J. Anderson  
Commissioner

Christopher H. Smith  
Executive Director

September 21, 2005

Julie Duncan  
Cann-Tech, LLC  
201 S. Main St., Ste 11  
Lawrenceburg KY 40342

Re: Morgan County Water District, Waterline Extension, Phase 10B

Advertising Date as Shown on Notification: September 22, 2005

Dear Julie Duncan:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR-2-025, dated June 21, 2004 for MORGAN County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows:  
088-H-00036-04-2, Heavy/Highway

Sincerely,

John Fitzpatrick  
Prevailing Wage Specialist

COMMISSIONER'S CURRENT REVISION  
KENTUCKY PREVAILING WAGE DETERMINATION  
LOCALITY NO 025

Determination No. CR-2-25

Date of Determination: June 21, 2004

Project No. 088-H-00036-04-2 Type: ___ Bldg <u>XXX</u> HH
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This schedule of the prevailing rate of wages for Locality No. 025, which includes Clay, Knox, Lee, Magoffin, Morgan, Owsley and Wolfe Counties, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-2-25.

Apprentices shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one workday, but not more than ten (10) hours worked in any one workday, if such written agreement is prior to the over eight (8) hours in a workday actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

BUILDING CONSTRUCTION

Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

CR-2-25

June 21, 2004

### HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

### HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.

A handwritten signature in black ink, appearing to read "Philip J. Anderson", with a horizontal line extending to the right.

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Philip J. Anderson, Commissioner

CR-2-25  
June 21, 2004

CLASSIFICATIONS RATE AND FRINGE BENEFITS

**CLAY, KNOX, LEE, MAGOFFIN, OWSLEY & WOLFE COUNTIES:**

ASBESTOS/INSULATION WORKERS: BASE RATE \$12.00

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**MORGAN COUNTY:**

ASBESTOS/INSULATION WORKERS:

Mechanics: BASE RATE \$22.73  
FRINGE BENEFITS 5.76

Insulation Removers & Hazardous Waste Handlers: BASE RATE \$11.13  
FRINGE BENEFITS 3.40

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**CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:**

BOILERMAKERS: BASE RATE \$24.65  
FRINGE BENEFITS 12.94

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**CLAY, LEE, MAGOFFIN, OWSLEY & WOLFE COUNTIES:**

BRICKLAYERS: BUILDING BASE RATE \$12.50

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**KNOX COUNTY:**

BRICKLAYERS: BUILDING BASE RATE \$14.00

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**MORGAN COUNTY:**

BRICKLAYERS:

Bricklayers: BUILDING BASE RATE \$23.04  
FRINGE BENEFITS 8.44

Sawmen, power tools, swing/scaffold: BUILDING BASE RATE \$23.40  
FRINGE BENEFITS 8.44

Carbon or acid brick: BUILDING BASE RATE \$24.69  
FRINGE BENEFITS 8.44

Hot pay, gunnite: BUILDING BASE RATE \$25.40  
FRINGE BENEFITS 8.44

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CR-2-25  
June 21, 2004

CLASSIFICATIONS RATE AND FRINGE BENEFITS  
**CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTY:**

**BRICKLAYERS:**

Bricklayers:	HEAVY & HIGHWAY	BASE RATE	\$20.35
		FRINGE BENEFITS	7.80
Stonemason:	HEAVY & HIGHWAY	BASE RATE	\$18.95
		FRINGE BENEFITS	7.80

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**CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:**

**CARPENTERS:**

Carpenters:	BUILDING	BASE RATE	\$14.58
		FRINGE BENEFITS	3.95
Piledrivermen:	BUILDING	BASE RATE	18.13
		FRINGE BENEFITS	11.32
Carpenters:	HEAVY & HIGHWAY	BASE RATE	\$18.85
		FRINGE BENEFITS	7.80
Piledrivermen:	HEAVY & HIGHWAY	BASE RATE	\$18.50
		FRINGE BENEFITS	7.80

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**CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:**

CEMENT MASONS:	BUILDING	BASE RATE	\$20.00
CEMENT MASONS/ FINISHERS:	HEAVY & HIGHWAY	BASE RATE	\$18.70
		FRINGE BENEFITS	7.80

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**CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:**

ELECTRICIANS		BASE RATE	\$25.75
		FRINGE BENEFITS	9.78

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CLASSIFICATIONS RATE AND FRINGE BENEFITS

**CLAY, LEE, MAGOFFIN, OWSLEY & WOLFE COUNTIES:**

ELEVATOR CONSTRUCTORS:	BASE RATE	\$14.50
	FRINGE BENEFITS	57

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**KNOX COUNTY:**

ELEVATOR CONSTRUCTORS:	BASE RATE	\$19.00
	FRINGE BENEFITS	5.48

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**MORGAN COUNTY:**

ELEVATOR CONSTRUCTORS:	BASE RATE	\$14.61
	FRINGE BENEFITS	2.33

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**CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:**

GLAZIERS:	BASE RATE	\$15.38
	FRINGE BENEFITS	.47

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**CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:**

IRONWORKERS:	BASE RATE	\$22.13
	FRINGE BENEFITS	7.80

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**CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:**

LABORERS:	BUILDING	BASE RATE	\$13.44
		FRINGE BENEFITS	1.07

General laborer, flagman, and steam jenny:

	HEAVY & HIGHWAY	BASE RATE	\$16.90
		FRINGE BENEFITS	7.80

CLASSIFICATIONS RATE AND FRINGE BENEFITS

LABORERS (Continued)

**CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:**

Batch truck dumper, deck hand or scow man:

HEAVY & HIGHWAY	BASE RATE	\$17.15
	FRINGE BENEFITS	7.80

Power driven tool operator of following: wagon drill, chain saw, sand blaster, concrete chipper, pavement breaker, vibrator, power wheel barrow, power buggy, sewer pipe layer, bottom men, dry cement handler, concrete rubber and mason tender:

HEAVY & HIGHWAY	BASE RATE	\$17.25
	FRINGE BENEFITS	7.80

Asphalt lute & rakerman, side rail setter:

HEAVY & HIGHWAY	BASE RATE	\$17.30
	FRINGE BENEFITS	7.80

Gunnite nozzle man:

HEAVY & HIGHWAY	BASE RATE	\$17.40
	FRINGE BENEFITS	7.80

Tunnel laborer (Free Air):

HEAVY & HIGHWAY	BASE RATE	\$17.45
	FRINGE BENEFITS	7.80

Tunnel mucker (Free Air), Gunite operator:

HEAVY & HIGHWAY	BASE RATE	\$17.50
	FRINGE BENEFITS	7.80

Hand blade operator:

HEAVY & HIGHWAY	BASE RATE	\$17.65
	FRINGE BENEFITS	7.80

Tunnel miner, blaster & driller (Free Air):

HEAVY & HIGHWAY	BASE RATE	\$17.85
	FRINGE BENEFITS	7.80

Caisson worker:

HEAVY & HIGHWAY	BASE RATE	\$18.40
	FRINGE BENEFITS	7.80

Powderman:

HEAVY & HIGHWAY	BASE RATE	\$18.50
	FRINGE BENEFITS	7.80

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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

LABORERS (Continued)

**CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:**

Drill operator of percussion type drills which are both powered & propelled by an independent air supply:

HEAVY & HIGHWAY	BASE RATE	\$19.70
	FRINGE BENEFITS	7.80

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**CLAY, LEE, MAGOFFIN, OWSLEY & WOLFE COUNTIES:**

MARBLE, TILE & TERRAZZO WORKERS:	BASE RATE	\$8.50
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**KNOX COUNTY:**

MARBLE, TILE & TERRAZZO WORKERS:	BASE RATE	\$9.88
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**MORGAN COUNTY:**

MARBLE, TILE & TERRAZZO WORKERS:	BASE RATE	\$19.88
	FRINGE BENEFITS	6.30

MARBLE, TILE & TERRAZZO FINISHERS:	BASE RATE	\$16.38
	FRINGE BENEFITS	4.92

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**CLAY, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:**

MILLWRIGHTS:	BASE RATE	\$19.39
	FRINGE BENEFITS	10.39

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**KNOX COUNTY:**

MILLWRIGHTS:	BUILDING	BASE RATE	\$13.90
		FRINGE BENEFITS	1.85

	HEAVY	BASE RATE	\$12.41
		FRINGE BENEFITS	1.15

	HIGHWAY	BASE RATE	\$11.51
		FRINGE BENEFITS	1.15

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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

**CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:**

**OPERATING ENGINEERS**

Group A

Articulating Dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cf or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe-type machine, hoist (1-drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scrapper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, core drill, hopper, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, ross carrier, boom, tail boom, rotary drill, hydro hammer, mulching machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types, hydrocrane, backfiller, guries, subgrader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING	*BASE RATE	\$21.00
	FRINGE BENEFITS	9.65

\*Crane operators with CCO certification shall receive fifty cents (.50) above wage rate. Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five (.75) above wage rate. All cranes with piling leads will receive fifty cents (.50) above wage rate regardless of boom length. Combination rate shall mean fifty cents (.50) per hour above the basic hourly rate of pay.

Group B:

All air compressors over 900 cfm, bituminous mixer, joint sealing machine, concrete mixer under 21 cu ft, form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, firemen, boom type tamping machine, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), Firebrick masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

BUILDING	BASE RATE	\$18.26
	FRINGE BENEFITS	9.65

CLASSIFICATIONS RATE AND FRINGE BENEFITS  
 OPERATING ENGINEERS: (Continued)

Group C:  
 Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors under 50 HP, vibrator oiler, concrete saw, burlap and curing machine, truck crane oiler, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper

BUILDING	BASE RATE	\$17.49
	FRINGE BENEFITS	9.65

Group 1:  
 Auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cfm or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engine (2 or more drums), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, forklift (regardless of lift height and except when used for masonry construction), all types of boom cats, core drill, hopto, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurrries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

HEAVY & HIGHWAY	BASE RATE	\$20.25
	FRINGE BENEFITS	7.80

Group 2:  
 All air compressors (over 900 cfm), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 hp and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building materials), hoisting engine (1 drum or buck hoist), forklift (when used for masonry construction, Firebrick masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor:

HEAVY & HIGHWAY	BASE RATE	\$18.50
	FRINGE BENEFITS	7.80

Group 3:  
 Greaser on grease facilities servicing heavy equipment:

HEAVY & HIGHWAY	BASE RATE	\$18.35
	FRINGE BENEFITS	7.80

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CLASSIFICATIONS RATE AND FRINGE BENEFITS

POWER EQUIPMENT OPERATOR: (Continued)

Group 4:

Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 hp), vibrator, oiler, air compressor (under 200 cu. ft. per min. capacity), concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand oiler, hydraulic post driver:

HEAVY & HIGHWAY	BASE RATE	\$17.76
	FRINGE BENEFITS	7.80

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CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:

PAINTERS:

Painters:	BUILDING	BASE RATE	\$12.50
		FRINGE BENEFITS	.91

Excluding bridges:	HEAVY & HIGHWAY	BASE RATE	\$19.92
		FRINGE BENEFITS	9.57

Bridges only:	HEAVY & HIGHWAY	BASE RATE	\$23.92
		FRINGE BENEFITS	10.07

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CLAY, LEE, MAGOFFIN, OWSLEY & WOLFE COUNTIES:

PLASTERERS:		BASE RATE	\$8.25
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KNOX COUNTY:

PLASTERERS:		BASE RATE	\$13.30
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CLASSIFICATIONS RATE AND FRINGE BENEFITS

**MORGAN COUNTY:**

PLASTERERS:	*BASE RATE	\$22.84
	FRINGE BENEFITS	6.22

\* First 10 to 50 feet - \$.25 per hour above rate. \$.01 per foot for every additional foot above 50 feet. This shall include Swing Suspended Scaffolds or chairs and all other high and hazardous work. Working 10 feet below ground level or more shall receive \$.25 above journeyman scale for hazardous work.

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**CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:**

PLUMBERS & STEAMFITTERS:	BASE RATE	\$23.75
	FRINGE BENEFITS	14.26

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**CLAY, LEE, MAGOFFIN, OWSLEY & WOLFE COUNTIES:**

ROOFERS:	BASE RATE	\$13.50
	FRINGE BENEFITS	1.90

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**KNOX COUNTY:**

ROOFERS:	BASE RATE	\$15.90
	FRINGE BENEFITS	2.25

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**MORGAN COUNTY:**

ROOFERS:	*BASE RATE	\$22.95
	FRINGE BENEFITS	5.50

\*Add \$1.33 per hour when working with coal tar products when heated

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**CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:**

SHEETMETAL WORKERS:	BASE RATE	\$22.91
	FRINGE BENEFITS	14.46

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**CLAY, KNOX, LEE, MAGOFFIN, MORAN, OWSLEY & WOLFE COUNTIES:**

SPRINKLER FITTERS:	BASE RATE	\$25.05
	FRINGE BENEFITS	10.95

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CLASSIFICATIONS RATE AND FRINGE BENEFITS

**CLAY, KNOX LEE, MAGOFFIN, OWSLEY & WOLFE COUNTIES:**

TRUCK DRIVERS: BUILDING BASE RATE \$9.21

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**MORGAN COUNTY:**

TRUCK DRIVERS:

Warehouseman, yardmen, truck helpers, pickup, station wagons, panel trucks, flatbody material truck (straight job), greasers, washers, tiremen, gas pump attendants, dump trucks (up to 5 cu. yd.): BUILDING BASE RATE \$13.45  
\*FRINGE BENEFITS 1.62

Dump trucks (5 cu. yds. and over), semi-dump trucks, semi-trailers (whether flat, rack or pole and hauled or pushed by truck or tractors) agitator or mixer trucks (up to 5 cu. yds.), tank truck (semi): BUILDING BASE RATE \$13.73  
\*FRINGE BENEFITS 1.62

Low boy trailers, winch trucks, fork trucks, distributor trucks (front end and back end), truck crane, monorail truck: BUILDING BASE RATE \$13.79  
\*FRINGE BENEFITS 1.62

Material checker and receiver, mechanic's helper: BUILDING BASE RATE \$13.84  
\*FRINGE BENEFITS 1.62

Agitator or mixer truck (5 cu. yds. and over): BUILDING BASE RATE \$13.90  
\*FRINGE BENEFITS 1.62

Tri-axle dump trucks, hydraulic lift tailgate truck and farm type tractors, end dumpsters, tournarockers, Ross carriers, athey wagons or similar equipment, A-Frame hydrolift, dual purpose trucks and mechanic: BUILDING BASE RATE \$14.18  
\*FRINGE BENEFITS 1.62

Master mechanic (3 or more mechanics employed): BUILDING BASE RATE \$14.46  
\*FRINGE BENEFITS 1.62

\*Fringe benefits apply to any employee on the payroll of the employer for thirty days or more.  
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CLASSIFICATIONS RATE AND FRINGE BENEFITS

**CLAY, KNOX, LEE, MAGOFFIN, MORGAN, OWSLEY & WOLFE COUNTIES:**

**TRUCK DRIVERS:**

Driver, winch truck & A-frame truck when used in transporting material:			
	HEAVY & HIGHWAY	BASE RATE	\$17.25
		FRINGE BENEFITS	7.80
Driver, semi-trailer or pole trailer, dump truck, tandem axle, and driver of distributors:			
	HEAVY & HIGHWAY	BASE RATE	\$17.35
		FRINGE BENEFITS	7.80
Driver on mixer trucks all types:	HEAVY & HIGHWAY	BASE RATE	\$17.40
		FRINGE BENEFITS	7.80
Truck mechanic:	HEAVY & HIGHWAY	BASE RATE	\$17.45
		FRINGE BENEFITS	7.80
Driver, 3 tons & under & tire changer:			
	HEAVY & HIGHWAY	BASE RATE	\$17.48
		FRINGE BENEFITS	7.80
Driver of pavement breakers:	HEAVY & HIGHWAY	BASE RATE	\$17.50
		FRINGE BENEFITS	7.80
Driver, over 3 tons & truck mounted rotary drill:			
	HEAVY & HIGHWAY	BASE RATE	\$17.69
		FRINGE BENEFITS	7.80
Driver, Euclid & other heavy earth moving equipment & low boy:			
	HEAVY & HIGHWAY	BASE RATE	\$18.26
		FRINGE BENEFITS	7.80
Greaser on greasing facilities:	HEAVY & HIGHWAY	BASE RATE	\$18.35
		FRINGE BENEFITS	7.80